

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Jackson Civil Engineering Limited
For	EMD Asset Recovery- Structural Surveys sub-programme – Quorn Remedial Works
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	<div></div>	
Address for electronic communications		
The <i>works</i> are	Review of existing assets and completion of simple repairs with no alternative options, to return assets to operational condition following the initial Early Supplier Engagement contract, further surveys may be instructed.	
The <i>site</i> is	Multiple locations: <ul style="list-style-type: none"> URN 2-286- Flood walls in Quorn, Leicestershire 	
The <i>starting date</i> is	19 th March 2025	
The <i>completion date</i> is	30 th June 2025	
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is :		

In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	The Contract Price
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	£ Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

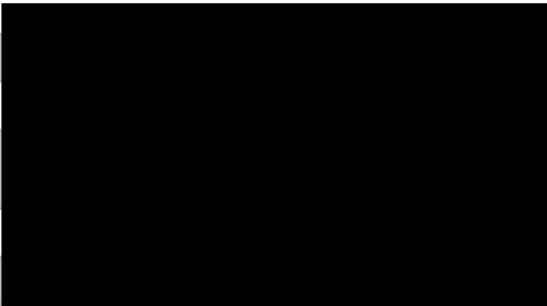
The <i>Adjudicator</i> nominating body is	The Institution of Civil Engineers
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The <i>tribunal</i> is	litigation in the courts
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions	
Only enter details here if additional conditions are required.	
Z1.0	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster

	<ul style="list-style-type: none"> • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's Contract Data, Scope and Site Information</i> particular to an individual project is contained within its <i>Site Specific Pack</i>
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Jackson Civil Engineering Limited	
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		
The <i>people rates</i> are		
category of person	unit	rate
Refer to Framework rates		
The <i>published list of Equipment</i> is		As per AOMR Framework Submission
The <i>percentage for adjustment for Equipment</i> is		

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

Position

Signature

Date	

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Quantity	Rate	Price
1	Mobilisation	Sum	1		
2	Section 9 Dwarf Wall	Sum	1		
3	Section 02 Targeted Walland Coping Repairs	Sum	1		
4	Section 07 - Bridge Walls and Wingwall Repairs	Sum	1		
5	IDS Additional Works	Sum	1		
The total of the Prices					

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

1. Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

Issues have been identified with several assets owned and operated by the Environment Agency following Storms Babet and Henk. Typical issues reported include:

- Damage to floodwalls- visual damage and reports of leaking/seepage
- Concerns around integrity of walls due to loading during storm conditions
- Damage to seals, flood gates and penstocks – and/or concerns relating to future usability
- Condition and operability of outfalls

Survey works, undertaken under a separate Early Supplier Engagement contract (EMD Asset Recovery-Structural Surveys sub-programme - Quorn - Jacksons Frameworks - PO 1070182639), have identified a number of 'quick win' fixes, i.e. simple repairs with no alternative options to return assets to operational condition, which form the scope of this contract.

As part of the works, the *Contractor* shall undertake:

- Section 9 Dwarf Wall – general repair, repointing and copings.
- IDS Additional Works
 - Section 9/10 – additional CCTV surveys near bridge
 - War Memorial Gardens – install 3no. hinged chamber lids
 - 31 Maynell / Soar Road – hand excavation of pipework
- Section 2 wall – general repair, repointing and copings, both dry and wet side, including traffic management
- Section 7 – repairs to floodwall, bridge parapet and wing walls, resetting of expansion joints

The *Contractor* may also make proposals for additional survey works, so that possible remediation options and high level budget costs can be more accurately determined. These further surveys may be instructed as a Compensation Event to this contract or form the basis of a separate contract.

The works will involve access to private land; details for known contacts will be provided and the *Contractor* will work collaboratively with the *Client* to engage with the community. It is therefore envisaged that input from the *Contractor's* Public Liaison Officer will be required.

The *Contractor* is to assume that:

- the works shall not be prevented or impeded by any Third Parties,
- that any water used for cleaning can be discharged back to the river without requiring permits.
- An Ecological Clerk of Works is required.
- Diving is not to be allowed for.

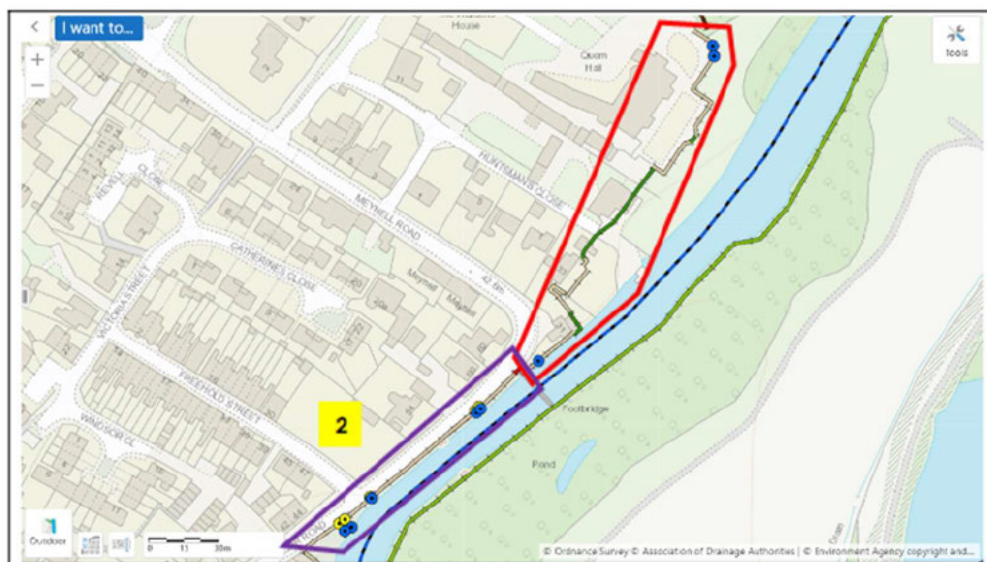


Figure 1- Soar Road.

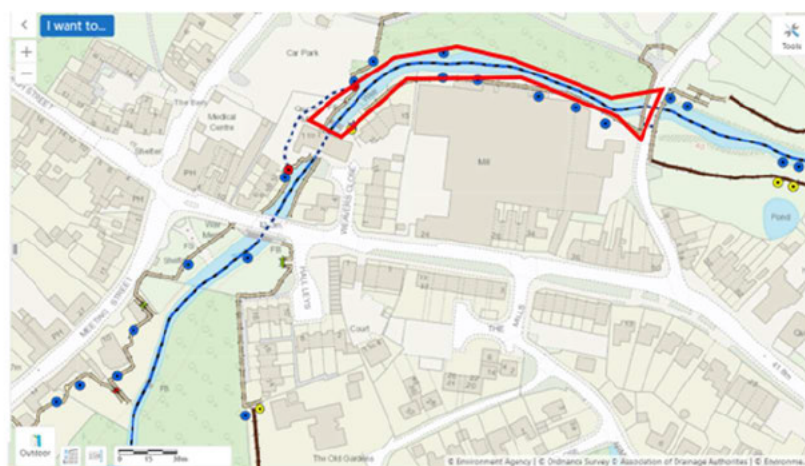


Figure 2- Stafford Orchard Park.

Attendance at *Client* meetings as requested is required.

Contractor's design responsibility

No design responsibility is envisaged as part of this scope

General Requirements

The *Contractor* will undertake a pre-condition survey prior to the start of *works* (to include as a minimum accesses, adjacent land, storage and compound). These areas must be reinstated prior to the *Contractor* leaving site.

The *Contractor* must make good any damage caused during the *works*.

The *Contractor* shall safeguard the site, the *works*, products, materials, and any existing structures affected by the *works* from damage and theft.

Construction works:

The *Contractor* will provide the following after the *Client* has accepted CPP and agreed the start date:

- Construction work required to deliver the scope of *works* for each location
- Ongoing liaison with the Principal Designer (if PD is required)
- Contractor to engage with the Stakeholders
- Carbon reporting to be carried out in line with the guidelines provided on the EA AOMR Framework requirements

- A final site visit to be arranged by the Contractor with the Client and the Senior User after the completion of works
- Supply of a Health & Safety File for the completed works including any electronic copies of the as-built drawings and/or details of installed crack monitoring gauge, in both pdf and dwg formats;
- Copies of all certificates of materials testing carried out as part of the works

The *Contractor* shall assume that ground conditions require no supplementary ground improvements and that any excavated material is inert.

Access to the Working Areas

Liaison with the landowners to be undertaken by the EA Estate Team. However, input from the Contractor's Public Liaison Officer will be required.

Utility Services

The *Contractor* is to identify and mark up all overhead and underground cables following the requirements of the *Client's* SHEW CoP. Where services are identified, suitable control measures are required prior to work commencing.

Methodology Statement

Prior to the start of construction work, the *Contractor* must produce a Construction Phase Plan that, amongst other things, contains:

- A schedule of activities for which risk assessments and method statements must be prepared;
- The *Contractor* arrangements for the preparation and approval of risk assessments and method statements;
- The schedule of risk assessments and method statements must meet the requirements of the Construction Design and Management Regulations;
- The Contractor will be free to add to the schedule as the work progresses.
- The Contractor will ensure the risk assessments and method statements for each operation includes;
 - Risk assessments of the work;
 - People and resources proposed;
 - Timing and sequencing of construction, materials, plant and equipment;
 - Details of temporary works;
 - Indication of activities that represent a higher level of safety, health and environmental risk;
 - Safety, health and environmental controls proposed; and
 - Any permit to work proposals, if required.

The *Contractor* submits the required risk assessments and method statements to the *Client* two weeks before starting the tasks to which they refer. The *Contractor* must ensure that risk assessments and method statements are approved by the authorised individual within their own organisation before submission.

Method statements shall include full particulars of the methods, timing and sequence of construction.

The Contractor must obtain any CPP approvals required by a PD where appointed or by the *Client*. The *Contractor* does the work in accordance with the method statement.

Contractor is familiar with ecological constraints at the site. Any new and additional ecological constraints will be treated as change.

CDM Requirements

The *Contractor* shall assume the role of Principal Contractor upon award of the Contract and receipt of the PC appointment letter from the *Client*.

The *Contractor* is required to liaise with the *Client's* CDM Principal Designer (where applicable).

If required a copy of the HSE Notification (F10) shall be provided to the *Contractor* by the Principal Designer prior to commencement of the works,

The *Contractor* shall be cognisant of the CDM Pre-construction Information, the *Client's* Health and Safety Policies and the current SHEW CoP. The *Contractor* shall ensure that all parties under sub-contract are cognisant of the requirements of these documents.

The *Contractor* shall prepare the Construction Phase Plan before *work* commences on site. The *Contractor* shall issue the Construction Phase Plan to the *Client* for acceptance. The Construction Phase Plan must be accepted by the *Client* before *work* can commence on site.

Completion

Prior to Completion, the *Contractor* provides the following information in electronic format to the *Client* or Principal Designer (if appointed) for inclusion in the Health & Safety File:

- Description of the *works* including quantities of materials and photographs.
- COSHH – lists substances hazardous to health & specific precautions that must be taken as a result of their presence.
- Information on any unforeseen hazards encountered during construction;
- Residual hazards & risk assessment; and
- Contractor to undertake a photographic condition survey on completion of the works and provide a copy to the Client.

The above list is not exhaustive, and reference is required to *Client's* Health & Safety File requirements. The *Contractor* shall make allowance in their programme for liaison with the Principal Designer and the *Client* in providing the relevant information for the Health & Safety File prior to Completion.

The *works* required to be done by the Completion Date is:

- The whole of the *works*

On Completion, the *Contractor* returns the roads, footpaths, car parks and any other areas affected by the *works* to a condition not inferior to that pertaining at the commencement of the *works*. All debris, unused materials, equipment and temporary works are to be dismantled and cleared from the site.

2. Drawings

List the drawings that apply to the contract.

The initial ESE contract (EMD Asset Recovery- Structural Surveys sub-programme - Quorn - Jacksons Frameworks - PO 1070182639), states that a report will be produced with the outcome of the surveys and recommendations for future works. Reference should be made to the drawings contained in that report.

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Environment Agency, SHEW- COP	Latest	NO- if not available, please request the <i>Client</i>
Lot 1 - Spec supplementary clauses - CULVERTS - CoP	V1- 09/07/24	NO
Lot 1 - Spec supplementary clauses - General	V1- 09/07/24	NO
LIT 18749 - National standard technical specifications for surveying services	V5.01 1 March 2023	NO

4. Constraints on how the *Contractor* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

Landowners: The visual condition survey is not expected to require working under notice. The Contractor will work collaboratively with the Client's estates lead and area teams to utilise existing communication channels and maintain relationships. This is expected to require input from the Contractor's Public Liaison Officer. The Client will issue Notices of Entry if needed. The Contractor will work within the period and parameters set out in the Notice.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

The *Contractor* submits their programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List

(d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.

(e) Completion date

In addition, *Contractor* is to present *Contractor's* risks that could impact the completion date

Completion will be when all onsite works identified have been completed and the *Contractor's* report has been accepted by the Client as 'final'.

6. Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

Item	Date by which it will be provided
Statutory Notices of Entry for access across the private land to access working area.	When required- 7 days prior to possession dates.
Provide support to all communications with Landowners and another contractor on site	where required
Landowner contact information	if required

Site Information

To be included within Pre-Construction Information pack.

Information from Storm Babet and Strom Henk as collated by the Area teams. This may include videos and photographs of issues identified during these storms and asset condition reports produced by the Client teams. These will be provided electronically (Sharepoint- subfolder 00 Existing Information) and represent the extent of existing information available.

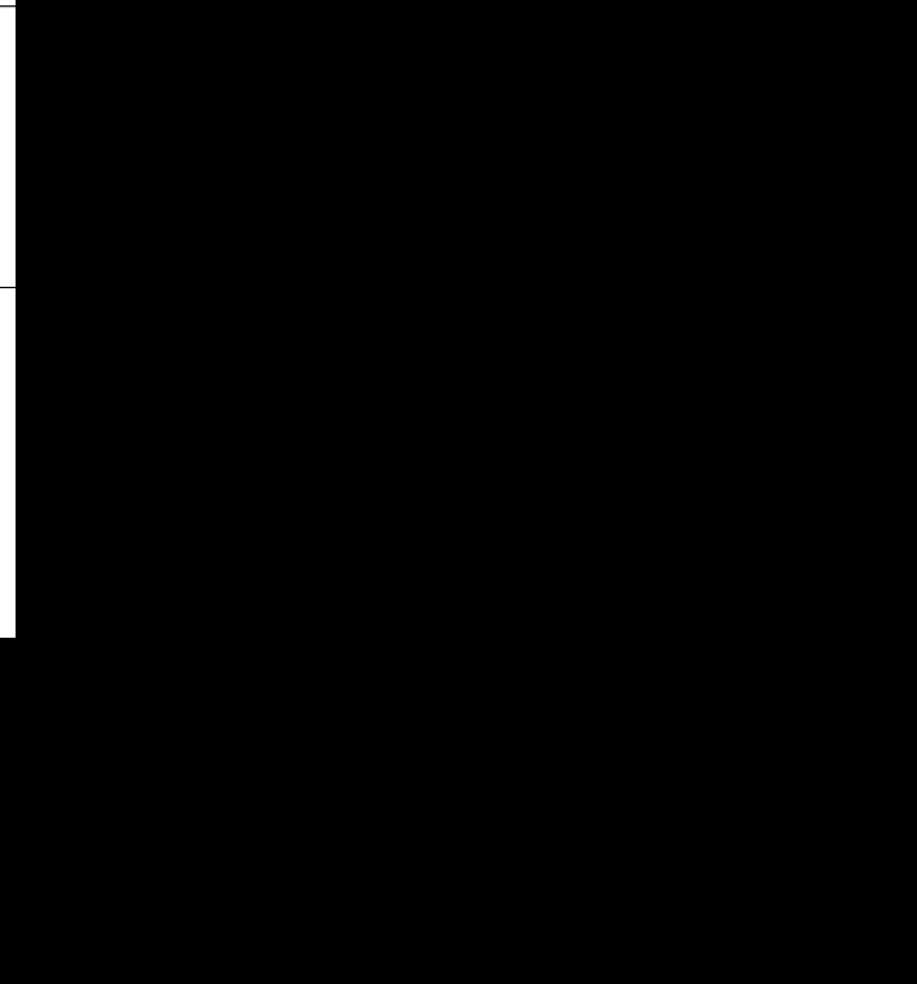
PSRA

Project Identification Form For:

- URN 2-286- Flood walls in Quorn, Leicestershire

"Quorn Asset Recovery Programme- Scope of Works" : Document produced by Area team outline existing conditions, past work and issues identified previously. This does not form the scope of this contract but provides useful background information on the assets and relative priorities to aid the planning of this work and production of the report.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.		
2.		
3.		